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IN THE

Supreme Court of the United States

No. 71-1523

RICHARD W. HUNT, APPELLANT,

versus

ROBERT E. McNAIR, GOVERNOR OF THE STATE OF SOUTH CAROLINA, ET AL., APPELLEES

ON APPEAL FROM THE SUPREME COURT OF SOUTH CAROLINA

BRIEF OF APPELLANT

OPINION BELOW

The opinion of the Supreme Court of South Carolina has not yet been reported in the official South Carolina Reports. It is reported in *Hunt v. McNair, Governor, et al.*, 187 S. E. (2d) 645. A copy of the opinion is printed in Appendix A to the Jurisdictional Statement in No. 71-1523 at pages 17 to 29, both inclusive.

JURISDICTION

Appellant appeals from the judgment of the Supreme Court of South Carolina which upheld the constitutionality of the South Carolina Educational Facilities Authority Act (Section 25 of Act No. 349 of the Acts of the South Carolina General Assembly for the year 1969) as applied to and authorizing a proposed transaction between the State of South Carolina and the Baptist College at Charleston; which rejected the contention of Appellant that the said Act as so applied is invalid under the provision in the First Amendment to the Constitution of the United States that no law shall be made respecting an establishment of religion or prohibiting the free exercise thereof; and which affirmed the action of the trial court in denying the injunctive relief against said transaction sought by Appellant in this action.

The opinion of the Supreme Court of South Carolina was filed March 2, 1972, and the judgment thereon became final on March 13, 1972.

Notice of appeal therefrom was filed in the Supreme Court of South Carolina on April 3, 1972.

The jurisdiction of the Supreme Court of the United States to review the judgment appealed from is conferred by Title 28, United States Code, Section 1257 (2), which provides that final judgment rendered by the highest court of a State in which a decision could be had may be reviewed by the Supreme Court by appeal where (as here) is drawn in question the validity of a statute of any state on the ground of its being repugnant to the Constitution of the United States, and the decision is in favor of its validity. The following cases are believed to sustain the jurisdiction of the Supreme Court of the United States: *Tilton v. Richardson, et al.*, 403 U. S. 672 (1971); *Lemon v. Kurtzman*, 403 U. S. 602 (1971); *Earley v. DiCenso*, 403 U. S.

602 (1971); *Robinson v. DiCenso*, 403 U. S. 602 (1971); and *Walz v. Tax Commission of the City of New York*, 397 U. S. 664 (1970); *Hunt v. McNair, Governor*, 403 U. S. 945 (1971).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

1. United States Constitution, Amendment I:

"Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; * * *."

2. Section 25 of Act No. 349 of the Acts of the General Assembly of South Carolina of 1969 (printed in Appendix B to the Jurisdiction Statement in No. 71-1523 at pages 33 to 44, both inclusive):

"(D) There is hereby created a body politic and corporate to be known as the "Educational Facilities Authority", hereinafter in this section called the authority. The authority is constituted a public instrumentality and the exercise by the authority of the powers conferred by this section shall be deemed and held to be the performance of an essential public function. The authority shall consist of the members from time to time of the State Budget and Control Board, ex officio; and all the functions and powers of the authority are hereby granted to the State Budget and Control Board as an incident of its functions in connection with the public finances of the State.

"(E) The purpose of the authority shall be to assist institutions for higher education in the construction, financing and refinancing of projects, and for this purpose the authority is authorized and empowered:

* * *

(f) to issue bonds, including bond anticipation notes pursuant to Act No. 116 of 1965 and other obligations of the authority for any of the

purposes of this section and to fund or refund the same all as provided in this section.

(g) generally, to fix and revise from time to time and charge and collect rates, rents, fees and charges for the use of and for the services furnished or to be furnished by a project or any portion thereof and to contract with any person, partnership, association or corporation or other body public or private in respect thereof;

(h) to establish rules and regulations for the use of a project or any portion thereof and to designate a participating institution for higher education as its agent to establish rules and regulations for the use of a project undertaken for such participating institution for higher education;

* * *

(l) to issue bonds to refund outstanding obligation, mortgages or advances issued, made or given by a participating institution for higher education for the cost of a project;

* * *

"(L) The authority may fix, revise, charge and collect rates, rents, fees and charges for the use of and for the services furnished or to be furnished by each project and may contract with any person, partnership, association or corporation, or other body, public or private, in respect thereof. Such rates, rents, fees and charges shall be fixed and adjusted in respect of the aggregate of rates, rents, fees and charges from such project so as to provide funds sufficient with other revenues; if any, (1) to pay the cost of maintaining, repairing and operating the project and each and every portion thereof, to the extent that the payment of such cost has not otherwise been adequately provided for, (2) to pay the principal of and the interest on outstanding revenue bonds of the authority issued in respect of such project as the same shall become due and payable and (3) to create and maintain reserves required or provided for in any resolu-

tion authorizing, or trust agreement securing, such revenue bonds of the authority. Such rates, rents, fees and charges shall not be subject to supervision or regulation by any department, commission, board, body, bureau or agency of this State other than the authority. • • •

"(N) Any holder of revenue bonds issued under the provisions of this section or any of the coupons appertaining thereto, and the trustee under any trust agreement, except to the extent the rights herein given may be restricted by any resolution authorizing the issuance of or any such trust agreement securing, such bonds, may, either at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce any and all rights under the laws of the State or granted hereunder or under such resolution or trust agreement, and may enforce and compel the performance of all duties required by this section or by such resolution or trust agreement to be performed by the authority or by any officer, employee or agent thereof, including the fixing, charging and collecting of the rates, rents, fees and charges herein authorized and required by the provisions of such resolution or trust agreement to be fixed, established and collected."

3. Rules and Regulations of the Educational Facilities Authority (printed in Appendix C to the Jurisdictional Statement in No. 71-1523 at pages 47 to 52, both inclusive):

• • •

LEASE AGREEMENTS

• • •

"4. If the Lease Agreement contains a provision permitting the Institution to repurchase the project upon payment of the bonds, then in such instance the Lease Agreement shall provide that the Deed of reconveyance from the Authority to the Institution shall be made subject to the condition that so long as the Institution, or any voluntary grantee of the Institu-

tion, shall own the leased premises, or any part thereof, that no facility thereon, financed in whole or in part with the proceeds of the bonds, shall be used for sectarian instruction or as a place of religious worship, or used in connection with any part of the program of a school or department of divinity of any religious denomination. The condition may provide, at the option of the Institution, that if the leased premises shall become the subject of an involuntary judicial sale, as a result of any foreclosure of any mortgage, or sale pursuant to any order of any court, that the title to be vested in any purchaser at such judicial sale, other than the Institution, shall be in fee simple and shall be free of the condition applicable to the Institution or any voluntary grantee thereof."

TRUST INDENTURE

• • •

"4. The Trust Indenture may likewise contain such provisions, covenants, rights and remedies as are customarily found in such documents. It may provide that upon the foreclosure of the mortgage and the sale of the premises to any person other than the Institution, any purchaser at any judicial sale resulting from such foreclosure, other than the Institution, shall receive title to the premises free and clear of the rights of the Authority and the Institution, in fee simple, and without conditions restricting the use of the premises."

4. Section 1-351, Code of Laws of South Carolina (1962):

"The State Budget and Control Board shall be comprised of the Governor, ex officio, who shall be chairman, the State Treasurer, ex officio, the Comptroller General, ex officio, and the chairman of the Senate Finance Committee, ex officio, and the chairman of the Ways and Means Committee of the House of Representatives, ex officio."

QUESTIONS PRESENTED FOR REVIEW

I

Will impermissible State involvement in the affairs of the Baptist College at Charleston under the Religion Clauses of the First Amendment necessarily result from the issuance of the State's revenue bonds for it under the South Carolina Educational Facilities Act, in view of the provisions of the Act which empower the State Budget and Control Board, in seeing that the bonds are paid, to fix and revise from time to time fees and charges for the use of and the services furnished by the College's facilities financed thereby, and to regulate the operation thereof?

II

Are the provisions in the State Budget and Control Board's regulations which permit the removal of the restriction against religious use of the financed facilities in case of judicial sale thereof under mortgage foreclosure invalid in the transaction with the Baptist College at Charleston because religion would be advanced in such a case in contravention of the Religion Clauses of the First Amendment?

STATEMENT OF THE CASE

The subject of this action is a financial arrangement, petitioned for by the Baptist College at Charleston, an institution of higher learning which was found by the trial court and the Supreme Court of South Carolina to be operated at least in part under the direction and control of the South Carolina Baptist Convention. (A., 16, 39.) Under this arrangement, the College would convey a portion of its campus to the State Budget and Control Board, acting as the Educational Facilities Authority under South Carolina legislation enacted in 1969 (Section 25, Act No.

349); the Board in turn would lease the property to the College at an agreed rental; and the Board would then issue and sell to the public general revenue bonds of the State payable, principal and interest, from the rent to be received by the Board under the lease. (A., 18, 49.)

The original proposal called for a bond issue of $3,500,000.00, the proceeds to be used in part to pay off outstanding mortgage indebtedness of the College in an amount of approximately $2,500,000.00. By stipulation of the parties it is shown that on September 28, 1972, the College paid off this indebtedness by a permanent loan otherwise arranged, and that its application to the Board has been amended to request the issuance thereunder of $1,250,000.00, the proceeds of which will be used (i) to repay the College's Current Fund for approximately $250,000.00 advanced to the College's Plant Fund to purchase school equipment and for other capital improvements, (ii) to refund $800,000.00 in short term loans whose proceeds were expended for capital improvements, and (iii) to complete dining hall facilities at a cost of approximately $200,000.00. (A., 48-50.)

The Supreme Court of South Carolina in the opinion under appeal construes the Educational Facilities Authority Act as indicating that "the basic function of the Authority is to see that religion is not promoted on the leased premises, and that fees are charged sufficient to meet the bond payments." (Jurisdictional Statement, 26-27.)

To enable the State Budget and Control Board acting as the Authority to discharge its "basic function" of seeing "that fees are charged sufficient to meet the bond payments," the Board is empowered by the Act "to fix and revise from time to time and charge and collect * * * fees and charges for the use of and for the services furnished" by the project. (Par. E(g); Par. L; Jurisdictional Statement, 36, 41.)

The Act provides that any holder of revenue bonds or coupons issued under the Act may by suit enforce and compel the performance of all duties required by the Act or any resolution or trust agreement to be performed by the Board acting as the Authority, "* * * including the fixing, charging and collecting of the rates, rents, fees and charges herein authorized," etc. (Par. N, Jurisdictional Statement, 43.)

The appellant brought the instant action to challenge the validity of the Act as authorizing the proposed financing arrangement between the State and the Baptist College, upon the ground, among others, that, as so construed and applied, its implementation would contravene the Religion Clauses in the First Amendment to the United States Constitution. (A., 10.) The judgment of the trial court overruling the Appellant's challenge and denying the injunctive relief sought was affirmed by the Supreme Court of South Carolina. *Hunt v. McNair, Governor,* 255 S. C. 71, 177 S. E. (2d) 362 (1970).

On appeal therefrom, the judgment of the Supreme Court of South Carolina was vacated, *Hunt v. McNair, Governor,* 403 U. S. 945 (1971), and the case was remanded for reconsideration in the light of the decisions in *Lemon, et al. v. Kurtzman, et al.,* 403 U. S. 602; *Tilton, et al. v. Richardson, et al.,* 403 U. S. 672; *Earley, et al. v. DiCenso, et al.,* 403 U. S. 602; and *Robinson, et al. v. DiCenso,* 403 U. S. 602.

Prior to such reconsideration, the State Budget and Control Board, acting as the Educational Facilities Authority, promulgated rules and regulations as authorized by the Act, which prescribe the form and substance of applications by institutions of higher education to the Authority, including the proposed lease agreement and trust indenture to be submitted therewith. (A., 48, Jurisdictional Statement, 47-50.)

While the rules and regulations so promulgated provide in substance for a covenant in the lease that no facility financed under the Act shall be used for sectarian instruction or as a place of worship, or in connection with any part of the program of a school or department of divinity of any religious denomination, they further provide that the lease and trust indenture may, at the institution's option, contain a provision that the conditions restricting the use of the premises, in the event of foreclosure of any mortgage given in the financing transaction or by the institution after reconveyance to it, shall be eliminated in the case of any purchaser at a judicial sale thereunder. (Jurisdictional Statement, 49, 50.)

Upon reconsideration, the Supreme Court of South Carolina filed its opinion on March 2, 1970, in which the Appellant's challenge to the Act, and to the portion of the rules and regulations providing for the elimination of the restriction against sectarian use in favor of any purchaser at a judicial sale, was overruled and the trial court's judgment again affirmed. (Jurisdictional Statement, 17-29.)

The judgment thereon became final on March 13, 1972; notice of appeal therefrom was filed in the Supreme Court of South Carolina on April 3, 1972; and probable jurisdiction was noted on October 16, 1972.

SUMMARY OF ARGUMENT

Unlike the situation in *Tilton v. Richardson,* which involved a "one-time" transaction between the government and a church-related institution of higher learning, the South Carolina Educational Facilities Authority Act necessarily implies and provides for a continuing relationship between the State and a church-related institution of higher learning for which it issues and sells revenue bonds.

It is a basic function of the State Budget and Control Board under the Act to see that fees are charged by the

College sufficient to meet the bond payment, and to that end to fix and to revise from time to time the fees and charges to be charged its students by the College. In order to do this it is irresistibly implied that the Board keep itself informed of the financial condition and fiscal operations of the College by reports, audits and the like.

The necessary result of the Board's discharge of its function in respect to payment of the bonds issued by it is an excessive degree of involvement and entanglement of the State in the activities of the College, in contravention of the Religion Clauses of the First Amendment.

Subsidiary to the main issue is the proposition that the Board's regulation, adopted under the Act, permitting, at the College's option, provisions in the mortgage and trust indenture which would remove the restriction of the financed facilities from religious use would not apply in case of foreclosure of the mortgage and judicial sale, authorizes the advancing of religion by the State in such a case in violation of the First Amendment. The only purpose of the provision is to permit religious use of the state-financed facilities, and this is impermissible during their useful life.

ARGUMENT

I

Will impermissible State involvement in the affairs of the Baptist College at Charleston under the Religion Clauses of the First Amendment necessarily result from the issuance of the State's revenue bonds for it under the South Carolina Educational Facilities Act, in view of the provisions of the Act which empower the State Budget and Control Board, in seeing that the bonds are paid, to fix and revise from time to time fees and charges for the use of and the services furnished by the College's facilities financed thereby, and to regulate the operation thereof?

The Authority acts as and for the State of South Carolina; the State Budget and Control Board is a part of the State government and its members constitute the Authority *ex officio*. The Act declares the Authority to be a public instrumentality, and the exercise of its powers is deemed the performance of an essential public function. The State Budget and Control Board is granted the Authority's functions and powers "as an incident of its functions in connection with the public finances of the State." (Act Par. D; Jurisdictional Statement, 35.)

Two pronouncements of the Supreme Court of South Carolina emphasize the nature of the responsibilities which the Act under consideration devolves upon the Board, in connection with the payment of the principal and interest on the State's revenue bonds which the Act authorizes the Board to issue for an institution of higher learning.

First, the Court, in the opinion which is under appeal, stated:

> "Counsel for plaintiff argues that the broad language of the Act causes the State, of necessity, to become excessively involved in the operation, management and administration of the College. We do not so construe the Act. A reading of the Act and the proposal of the College as submitted to the Authority by petition for approval, indicates that **the basic function of the Authority is to see** that religion is not promoted on the leased premises, and **that fees are charged sufficient to meet the bond payments.** The decisions recognize that some involvement between church and State is not constitutionally obnoxious. It is a question of degree and each case must be judicially determined on its own facts, taking into consideration all of the relevant factors." (Emphasis added.)

Secondly, while the revenue bonds issued by the Board are declared not to be a debt or liability of the State or a pledge of its faith and credit, the Supreme Court of South

Carolina in *State ex rel. Roddey v. Byrnes, Governor,* 219 S. C. 485, 507, 66 S. E. (2d) 33, 42 (1951), recognized the practical fact of economic life that "it is not believed that a State in this enlightened day would allow its so-called revenue bonds to go unpaid irrespective of its technical, legal liability."

It seems proper to say that the Board acting as the Authority is doubly concerned with the fiscal operations of the College and its ability to pay the reserved rent which pays the bonds, both in relation to the payment of the bond holders and to the credit of the State.

The Court below considered the facts in *Tilton v. Richardson,* 403 U. S. 672, to be "greatly similar to the facts in this case" (Jurisdictional Statement, 28) and found "that there is less potential for experiencing the substantive evils which the religious clauses were intended to protect than in *Tilton.*" *Hunt v. McNair, Governor,* —— S. C. ——, 187 S. E. (2d) 645, 651, 652.

The Court also said that "The surveillance on the part of the State, obviously abhorred by the Court, is not necessary under the proposed financing plan of the college," and "that upon delivery of the bonds the interest of the Authority would, for all practical purposes, cease." (Jurisdictional Statement, 26.)

However, it is respectfully submitted that the due exercise of the powers given by the Act to the Board in relation to its "basic function to see * * * that fees are charged sufficient to meet the bond payments" necessarily implies and requires continuing surveillance of the operations and the fiscal affairs of the college as long as any of the bonds or coupons are outstanding and unpaid. In the case of a church-related college, this unavoidably results in involvement and entanglement of the State in the affairs of a religious activity to an extent which is im-

permissible under the First Amendment. *Tilton v. Richardson, supra; Lemon v. Kurtzman, supra; Walz v. Tax Commission,* 397 U. S. 664.

In *Tilton* the validity of a one-time single-purpose grant to a church-related institution of higher learning for the construction of academic facilities was upheld, except for the provision of a limitation on sectarian use for a period less than the useful life of the facilities.

The plurality opinion stated that three factors substantially diminished the extent and the potential danger of entanglement which the Court found excessive in the Rhode Island and Pennsylvania legislation considered in *Lemon v. Kurtzman.*

"First, there is less likelihood than in primary and secondary schools that religion will permeate the area of secular education," religious indoctrination not being "a substantial purpose or activity of these church-related colleges and universities," which have "admittedly religious functions but whose predominant higher education mission is to provide their students with a secular education." Furthermore, "college students are less impressionable to religious indoctrination" than students in primary and secondary schools, a view said to be supported by common observation, which "Congress may well have entertained."

Secondly, "the nonideological character of the aid which the government provides" lessens the entanglement between church and state. The Court says that "the government provides facilities that are themselves religiously neutral", more like "government aid in the form of secular, neutral, or nonideological services, facilities, or materials that are supplied to all students regardless of the affiliation of the school which they attend", and unlike subsidies to teachers who "are not necessarily religiously neutral". "The risks of government aid to religion and the corresponding need for surveillance are therefore reduced."

Thirdly, government entanglements with religion are reduced by the circumstances that "the government aid here is a one-time, single-purpose construction grant", without "continuing financial relationship or dependencies, no annual audits, and no governmental analysis of an institution's expenditures on secular as distinguished from religious activities. Inspection as to use is a minimal contact."

The opinion stated that no one of these three factors standing alone is necessarily controlling. Cumulatively they were considered to shape a narrow and limited relationship with less potential than the Rhode Island and Pennsylvania state schemes for "realizing the substantive evils against which the Religion Clauses were intended to protect," and a lessened "potential for devisive (sic) religious fragmentation in the political arena."

The third of the factors which cumulatively served to uphold the Federal Act in *Tilton* is absent in the instant case. The involvement or entanglement between the State and the Baptist College is entirely different from that in *Tilton*, and very much greater.

In *Tilton* the "one-time" transaction was a grant with no obligation on the government's part in respect to repayment of bonds. There was no continuing interest in or responsibility in connection with the operations or the financial condition of the college, no annual or other audits, no contact at all except in respect to non-religious use, said by the Court to be minimal.

In the proposed Baptist College transaction, the Authority will receive the conveyance of much of its campus and the facilities thereon; will then, as Landlord, lease the land and facilities to the College at a rental sufficient to meet the payment of principal and interest as due on the proposed bond issue; will give a foreclosable mortgage

on the project property and facilities and a lien on the rentals provided for in the lease; will have the power and responsibility to fix and from time to time revise the institution's charges and fees (Act, Pars. E (g), L, Jurisdictional Statement, 36, 41) the performance of which responsibility may be compelled by any bondholder (Par. N, *id.* 43); will have the power to operate or provide for the management and operation of the project (Par. E (e), *id.* 36), and to establish rules and regulations for the use of the properties conveyed to it by the college. (Par. E (h), *id.* 36.)

The Board acting as the Authority is necessarily expected, in meeting its responsibilities to the bondholders and to the State, to keep itself fully informed, by reports, examination of records, balance sheets, and periodical audits, of the College's operations and financial progress. Since the College's income is derived from student fees and charges, they must be set annually by the College in the light of the last year's operations and the ensuing year's budget requirements for its total operations; faculty salaries, supplies, maintenance and repairs, insurance, and the like, as well as the rent due on the lease to the State.

The powers which the Act gives to the Board in relation to the payment of the bonds (both as to the operation of the leased property and the fixing and from time to time revising charges and fees) necessarily imply close and continuing observation by the Board of the College's total fiscal operations and clearly contemplate the exercise of such powers in a timely manner to forestall any default in the principal and interest payments on the bonds. In the event of financial difficulty the Board must step in and fix the College's student fees and charges to see that it will be able to pay the rent which pays the bonds.

The Board's responsibilities will not end with the fixing of the fees being charged when the bonds are initially

issued and sold; such reponsibilities will continue as long as bonds and coupons are outstanding and undischarged.

It is respectfully submitted that, under the applicable decisions, the proposed transaction under the South Carolina Educational Facilities Act will involve the State in excessive entanglement and impermissible involvement with the Baptist College at Charleston in its operations and financial affairs, in contravention of the Religion Clauses in the First Amendment.

II

Are the provisions in the State Budget and Control Board's regulations which permit the removal of the restriction against religious use of the financial facilities in case of judicial sale thereof under mortgage foreclosure invalid in the transaction with the Baptist College at Charleston because religion would be advanced in such a case in contravention of the Religion Clauses of the First Amendment?

It should and will be assumed for the purpose of the consideration of this question that a Lease Agreement and Trust Indenture will contain all of the provisions favorable to the applicant for assistance that the Act and the Authority's Rules and Regulations may authorize.

The Authority is authorized and empowered by the Act to mortgage any project and the site thereof for the benefit of the holders of revenue bonds issued to finance the project. (Act, Par. E (k), Jurisdictional Statement, 37.)

The Authority's Rules and Regulations provide that the Trust Indenture shall create a foreclosable lien by way of mortgage covering the project site and property acquired with the proceeds of the bonds. The Trust Indenture may provide that upon foreclosure and sale to any person other than the Institution for which the bonds are

issued, the purchaser hall receive a fee simple title without conditions restricting the use of the premises. (Jurisdictional Statement, 50.)

The Authority's Rules and Regulations also provide that the Lease Agreement may permit the Institution to repurchase the project upon payment of the bonds subject to the condition that, so long as the Institution or its voluntary grantee shall own the premises, the property shall be restricted against use for sectarian instruction or as a place of religious worship. However, at the option of the Institution, such restriction shall not continue against a purchaser at an involuntary judicial sale as the result of foreclosure of any mortgage, a provision which can only have reference to a mortgage given by the Institution after repurchase upon payment of the bonds. (Jurisdictional Statement, 49.)

It would seem clear that, under the holding in *Tilton v. Richardson* that the 20 year limitation upon the condition against sectarian use of the facilities constructed with the Federal grant is invalid, the provisions which permit sectarian use of a facility constructed with the proceeds of the State's revenue bonds are also invalid.

The only purpose of removing the condition against sectarian use is to enjoy some additional value for such facilities that would not be present with the condition against sectarian use still on the facility, because the property can then be used for religious purposes. This clearly constitutes aid by the State of the kind prohibited by the First Amendment.

It is true here as it was in *Tilton v. Richardson* that "the unrestricted use of a valuable property is in effect, a contribution of some value to a religious body", and that the original governmental assistance will in part have the effect of advancing religion if the facility which results therefrom can be "converted into a chapel or other-

wise used to promote religious interests", whether by the recipient of the assistance or its involuntary grantee who advanced credit upon the value in part resulting from its lack of restriction against sectarian use.

CONCLUSION

Wherefore, it is respectfully submitted that the judgment of the Supreme Court of South Carolina affirming the trial court's declaration that the Educational Facilities Authority Act, as construed and applied in respect to the proposed revenue bond transaction between the Authority and the Baptist College at Charleston, is valid under the Religion Clauses of the First Amendment and its denial of the injunctive relief sought by the Appellant, should be reversed.

Respectfully submitted,

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